

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN REGARD TO THE SHARING OF FIRE DEPARTMENT SERVICES

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that the Village President and Board of Trustees hereby approve the "First Amendment to an Intergovernmental Agreement between the Villages of Clarendon Hills and Hinsdale in regard to the Sharing of Fire Department Services" attached hereto as EXHIBIT 1 and made part hereof.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized and directed to execute EXHIBIT 1 on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said EXHIBIT 1.

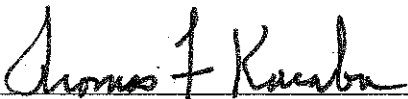
ADOPTED this 2nd day of August, 2010, pursuant to a roll call vote as follows:

AYES: Trustees Alongi, Cochran, Pedersen, Reid, and Wallace

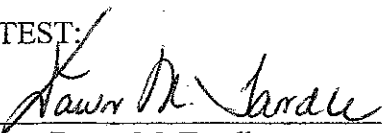
NAYS: None

ABSENT: Trustee Williams

APPROVED by me this 2nd day of August, 2010.


Thomas F. Karaba
Village President

ATTEST:


Dawn M. Tandle
Village Clerk



VILLAGE OF HINSDALE

RESOLUTION NO. R2010-18

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN REGARD TO THE SHARING OF FIRE DEPARTMENT SERVICES

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, that the Village President and Deputy Village Clerk be and the same, are hereby authorized to execute a certain First Amendment to an Intergovernmental Agreement between the Villages of Clarendon Hills and Hinsdale in Regard to the Sharing of Fire Department Services, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

PASSED this 13th day of July, 2010.

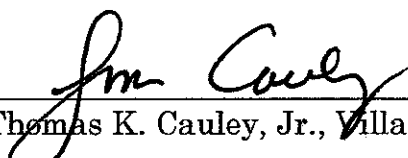
AYES: Trustees Angelo, Saigh, LaPlaca, Geoga, Schultz

NAYES: None

ABSENT; Trustee Williams

APPROVED this 13th day of July, 2010.





Thomas K. Cauley, Jr., Village President



Christine M. Bruton, Deputy Village Clerk

**FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN REGARD
TO THE SHARING OF FIRE DEPARTMENT SERVICES**

First Amendment to the Intergovernmental Agreement (hereinafter referred to as the "First Amendment"), made and entered into this 13th day of July, 2010, by and between the Village of Clarendon Hills, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Clarendon Hills"), and the Village of Hinsdale, DuPage and Cook Counties, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Hinsdale"); (Clarendon Hills and Hinsdale being sometimes referred to herein individually as a "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, this First Amendment is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of Clarendon Hills have determined that the public health, safety and welfare requires that fire protection, rescue and emergency medical services (hereinafter referred to as "Fire Services") be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that the public health, safety and welfare requires that Fire Services be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the Parties hereto have determined that it is in their best interests to amend the original Agreement to secure to each the benefits of shared Fire Services, and the shared protection of life and property in the event of an emergency or disaster; and

WHEREAS, the Parties have found it advisable to engage in the provision of a unified and integrated delivery of Fire Services; and

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to form an association to provide for the delivery of Fire Services, as well as communications, procedures, training and other necessary functions in relation thereto, to further the protection of life and property in the event of an emergency or disaster;

WHEREAS, the Village of Clarendon Hills approved the original intergovernmental agreement on February 16, 2010 and the Village of Hinsdale approved the original intergovernmental agreement on March 2, 2010 regarding the sharing of Fire Department Services;

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to amend the original intergovernmental agreement regarding the sharing of Fire Department Services;

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good available consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree, to amend the original intergovernmental agreement sections, as follows:

1. Section 9 of the Original Agreement is hereby amended to read in its entirety as follows:

9. ON DUTY PERSONNEL: The Parties shall allocate sufficient fire personnel to each fire station so that the Combined Service Area can receive quality Fire Services. The Parties hereby define sufficient fire personnel as having a minimum of six (6) full time sworn Hinsdale Firefighter/Paramedics and/or Firefighter/EMT-B's on duty, twenty-four (24) hours a day in the Hinsdale Fire Department, and three (3) Clarendon Hills Firefighter/Paramedics and/or Firefighter/EMT-B's on duty, twenty-four (24) hours a day in the Clarendon Hills Fire Department. Of the three (3) personnel on duty in Clarendon Hills, best efforts will be made to have at least two (2) certified Firefighter/Paramedics on duty. Based on the foregoing, the total minimum staffing on duty, twenty-four (24) hours a day, to provide Fire Services to the Combined Service Area, shall equal a total of nine (9) Firefighter/Paramedics and/or Emergency Medical Technicians (EMT's). The Parties agree that they will each attempt to staff frontline ambulances with two (2) Firefighter/Paramedics.

2. Section 20 of the Original Agreement is hereby amended to read in its entirety as follows:

20. EFFECTIVE DATE/JOINT FIRE SERVICES START DATE: This Agreement shall be in effect from the date of its execution by the last Party to execute this Agreement (hereafter referred to as the "Effective Date) , and it is agreed by the Parties that shared Fire Services shall commence no later than August 2, 2010.

3. Section 21 of the Original Agreement is hereby amended to read in its entirety as follows:

21. DURATION: This Agreement shall be in effect for a period of (5) years after its Effective Date, and, shall automatically renew for two (2) additional five (5) year terms, on the five (5) year and ten (10) year anniversary of the Effective Date, unless terminated sooner as provided in Section 22 below.

4. Section 22 of the Original Agreement is hereby amended to read in its entirety as follows:

22. TERMINATION: During the duration of the Agreement, this Agreement may be terminated by either Party upon providing no less than a one (1) year prior written notice to the other Party, so as to allow sufficient time to prepare to revert back to each Party providing Fire Services within its own corporate limits.

5. Section 24 of the Original Agreement is hereby amended to read in its entirety as follows:

24. PROVISIONS OF ORIGINAL INTERGOVERNMENTAL AGREEMENT: That all other provisions of the Original Intergovernmental Agreement Between the Villages of Clarendon Hills and Hinsdale in Regard to the Sharing of Fire Department Services not amended, hereby shall remain in full force and effect as if set forth herein.

6. Section 25 of the Original Agreement is hereby amended to read in its entirety as follows:

25. NOTICES: All notices in connection with this Agreement shall be deemed delivered when mailed by certified mail, postage prepaid, or personally delivered, to the Parties hereto at the addresses shown below:

(a) If to Clarendon Hills:
Village of Clarendon Hills
1 N. Prospect Avenue
Clarendon Hills, IL 60514
Attention: Village Manager

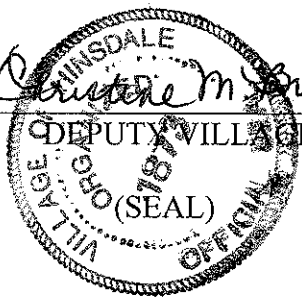
(b) If to Hinsdale
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by their respective Corporate Authorities, and executed, by their respective authorized officers on the date(s) set forth next to the respective signatures.

VILLAGE OF HINSDALE

BY: *Jim Cavel*
VILLAGE PRESIDENT

ATTEST: *Christine M. Burton* DATE: *July 13*, 2010
DEPUTY VILLAGE CLERK



VILLAGE OF CLARENDON HILLS

BY: *James F. Karcher*
VILLAGE PRESIDENT

ATTEST: *Kawir M. Jandke* DATE: *August 2*, 2010
VILLAGE CLERK

(SEAL)

